

THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

OCTOBER, 16 1998

REQUEST FOR PROPOSALS  
NO. J99037

COMPETITIVE SEALED PROPOSALS AND PRICING FOR  
CONSULTANT SERVICES  
TO  
DESIGN AND PRODUCE A DIVORCE EDUCATION VIDEO  
FOR THE JUDICIARY, STATE OF HAWAII,

will be received up to 2:00 p.m. on  
NOVEMBER 17, 1998

in the Judiciary Fiscal & Support Services Division, Kauikeaouli Hale (District Court Building), 1111 Alakea Street, 6th Floor, Honolulu, Hawai'i 96813-2807. (NOTE: Please enter the building through the plaza level security office and private elevator.)

Specifications are available at the aforesaid place. Questions relating to the technical aspects of this Request for Proposals shall be directed to Marsha Kitagawa in the Judiciary Public Affairs at (808) 538-4910 or FAX (808) 539-4801. Contract questions may be directed to Jonathan Wong in the Contract & Purchasing Branch at (808) 538-5805 or FAX 538-5802.

JEFFREY AGADER  
Fiscal & Support Services Director

## **ADVERTISEMENT**

### **REQUEST FOR PROPOSALS**

**NO. J99037**

The Judiciary, State of Hawai'i is requesting competitive sealed proposals for  
**CONSULTANT SERVICES TO DESIGN AND PRODUCE A DIVORCE EDUCATION  
VIDEO FOR THE JUDICIARY, STATE OF HAWAII, RFP No. J99037.**

Persons or organizations submitting proposals must submit four (Orig. + 3) copies of their  
proposal prior to 2:00 P.M., November 17, 1998 to the following address:

The Judiciary, State of Hawai'i  
Fiscal & Support Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawai'i 96813-2807.

(Note: To enter the building, proceed through plaza level security and  
check in with security personnel who will direct you to our office.)

Specifications are available at the aforesaid place. Proposals received after the date  
specified above or at a location other than the location specified above will not be considered.

**JEFFREY AGADER**

Fiscal & Support Services Director

(Hon. Adv. and the Hon. Star-Bulletin: October 16, 1998)

([http: www.state.hi.us](http://www.state.hi.us))

## REQUEST FOR PROPOSAL NO. J99037

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## **SECTION ONE**

### **INTRODUCTION AND KEY DATES**

#### **1.1 INTRODUCTION**

This Request for Proposals (RFP) is for a Consultant to Design and Produce, in consultation with the Public Affairs Office of The Judiciary, State of Hawaii (hereinafter referred to as Judiciary), a divorce education video.

This Request for Proposal (RFP) is for the service of a single contractor, who has the option of subcontracting with other firms to carry out any component of the project.

#### **1.2 CONTRACT TERM AND KEY DATES SCHEDULE**

The contract term and KEY DATES schedule set out herein represent the Judiciary's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The Judiciary requires the following services to be completed in approximately three (3) months beginning January 4, 1999 and ending on or about March 31, 1999.

#### **1.3 KEY DATES**

The approximate contract term and key dates schedule is as follows:

Advertisement and Issue of Request for Proposal	October 16, 1998
Deadline to submit written questions	October 28, 1998
Answers to written questions	November, 4, 1998
<b>PROPOSALS DUE</b>	<b>November 17, 1998 2:00 p.m. HST</b>
Proposal Evaluations and Designation of priority listed offerors	November 17 - 24, 1998
Discussions with priority offerors, if necessary	Nov. 25 - Dec. 1, 1998
Best & final offers due	December 8, 1998
Issuance of Notice of Award	December 11, 1998
Contract Start Date	January 4, 1999

## **SECTION TWO** **BACKGROUND**

### **2.1 BACKGROUND**

#### **2.1.1 The Problem**

Nearly 6,000 marital action cases (divorce, annulment, separation, and separate maintenance) were filed in the Hawai'i courts statewide during fiscal year 1996-97. Of this number, approximately 47.8 percent, of 2,829 cases, involved children.<sup>1</sup>

Divorce can be a source of extreme stress and anxiety for many children:

“The family rupture evoked an acute sense of shock, intense fears, and grieving which the children found overwhelming. ...[A]t the time of the parental separation, the child's attention is riveted entirely on the disruption of his or her own family, and he is intensely worried about what is going to happen to him. Whatever its shortcomings, the family is perceived by the child at this time as having provided the support and protection he needs. The divorce signifies the collapse of that structure, and he feels alone and very frightened.”<sup>2</sup>

The unfortunate truth is that divorce can have enduring, devastating effects on children. Long-term studies have shown that children may suffer for the rest of their lives unless separating parents minimize the acrimony involved. Since approximately 50 percent of marriages now end in divorce, this poses a very significant problem in our communities today.

#### **2.1.2 The Solution - Kids First Program**

To optimize positive post-separation adjustment and prepare parents to actively participate in the lives of their children, all divorcing parents and their children between the ages of six and eighteen participate in an educational program before their divorce will be granted. Their participation is mandatory and is ordered by the Family Court. The programs, which are appropriately called “Kids First,” were developed to teach parents how to help children after divorce. The programs stress the importance of recognizing that children are not part of their parents' legal battles and the children's needs must be considered first.

The first Kids First program was launched on Maui in 1988 by Family Court Judge Douglas McNish. The program, then called “They're Still Our Children,” was made possible because of generous monetary and in-kind contributions from several organizations. Now collectively operating under the name Kids First, the programs statewide serve 7,000 adults and children per year.

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<sup>1</sup>The Judiciary, State of Hawai'i, Annual Report July 1, 1996 to June 30, 1997, P.43

<sup>2</sup>J. Wallerstein & J. Kelly, Surviving the Breakup: How Children and Parents Cope with Divorce, (1980), p.35

## 2.2 OBJECTIVE

### **The Video**

Information vital to parents and children going through the separation process must be effectively communicated to help families through an extremely difficult transition. However, we have learned from our existing parent education programs that parents come, at the beginning of the divorce process, with deep anxiety. There is guilt, shame, grief, anger, disbelief and fear of what will come next. Children, too, come with guilt about their responsibility for the separation, grief over the loss, and fear of what will happen to them. These are not optimal human conditions for learning and interfere greatly with parents and children participating in their own learning experience.

The innovative video we are seeking to design and produce would comprise a critical element of the program. The unique script has been written to avoid good-guy/bad-guy judgements and gender stereotypes. It also uses appropriate humor to allow reality to not be threatening to anyone, but clear enough to allow parties to analogize easily. The fairy tale-like story makes it easy, especially for children, to remember the events and examples.

Because divorce occurs along all social, economic, and ethnic backgrounds, the video attempts to break cultural and gender stereotypes by using the color purple, a mix of red and blue, as its theme. In the video, the "Purple" husband, wife, and all other surrounding objects begin turning either red or blue as signs of separation appear.

The combination of easy-to-remember and non-threatening examples is what we believe will, with the help of facilitators, allow the adults and children to learn and help each other learn important information to improve the long-term post separation adjustment of children. That combination is also what makes the video unique.

The Los Angeles and New Zealand videos that are currently being used are outdated and lack cultural relevance for Hawaii's unique audience. Indeed, participants' negative responses to the videos documented on program evaluation forms are frequently received and served as one of the original impetuses for creating a new video.

## **SECTION THREE**

### **SCOPE**

#### **3.1 CONSULTANT RESPONSIBILITIES**

The Consultant, in consultation with the Public Affairs Office of The Judiciary, State of Hawaii, and a Judiciary project committee, will design and produce a divorce education video as described herein. The CONSULTANT is responsible:

- a. for production and editing of the video, through animation or other mode, based upon the script provided, lasting approximately 20 minutes. (NOTE: The "Purple Family" script is the property of The Judiciary, State of Hawaii, and is being provided to offerors interested in RFP J99037. Any unauthorized distribution or use of the "Purple Family" script is expressly prohibited.)
- b. for providing or securing all necessary equipment (audio, lighting, reflectors, grip equipment, etc.) and all facilities (editing, etc.) required to produce the video.
- c. for producing a video that is highly motivational, positive, easily understood, and attention grabbing.
- d. for providing an off-line time coded edit in accordance with the approved script, which is submitted to Judiciary personnel for review before commitment to final cut.
- e. for meeting deadlines and providing required deliverables.
- f. for captioning the video for the hearing impaired.
- g. for meeting periodically with the project committee and securing committee's approval on major decisions.

#### **3.2 VIDEOTAPES**

- a. The Consultant shall present the completed tape for viewing and approval by the Judiciary. Upon approval, the Consultant shall submit one broadcast quality master tape accompanied by another backup master.
- b. The Consultant shall provide Judiciary with SIX (6) copies of the edited master tape.
- c. The Consultant shall provide video case jacket containing the title of the video, which shall be included in the appropriate cases of all the video masters and copies.
- d. The Consultant shall obtain copyright clearances to use existing footage and music in the video.
- e. The entire project shall be completed within three (3) months from the contract start date.



- f. Upon completion of the project, all video materials, including used and unused raw footage and submasters and master copies, shall become the property of The Judiciary, State of Hawaii.

## **SECTION FOUR**

### **PROPOSAL FORMAT AND CONTENT**

#### **4.1 INTRODUCTION**

- a. Proposal submittal shall include a transmittal letter on letterhead which contains the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the Judiciary should contact regarding offeror's proposal.

It should indicate whether it operates as an individual, partnership, or corporation and the State of Incorporation, if applicable.

- b. Proposals must include the completed and signed Offer Form Page OF-1. Refer to SECTION EIGHT.
- c. Proposals must also contain a statement that the offeror will comply with all of the provisions in this RFP.
- d. Failure to include these items in offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.

#### **4.2 UNDERSTANDING OF THE PROJECT**

Offerors must provide a comprehensive narrative statement that describes a proposed task plan and schedule which clearly explains the creative concept that will be used to accomplish the project objective effectively.

#### **4.3 CREATIVE TECHNIQUES AND APPROACH OF THE PROJECT**

Offerors must provide a comprehensive narrative statement that sets out the creative techniques and approach they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the State's project schedule. Offerors shall include a description of major tasks and subtasks.

#### **4.4 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the State's project schedule. The management plan should also state how this project will affect the overall workload of the Consultant.

The offeror(s) shall state how they will fit this project into their production and post-production schedule within the necessary time frame.

If any of the work is to be subcontracted, the management plan should clearly state what portion of the work is to be subcontracted and how the subcontractor(s) and the offeror will coordinate their efforts to work as a team.

#### **4.5 CONSULTANT'S PERSONNEL QUALIFICATIONS**

The personnel assigned to this project shall be able to:

- (1) Meet periodically with the Judiciary's project committee and secure committee's approval on major decisions.
- (2) Interpret what the committee is seeking from discussions with the committee.
- (3) Provide information regarding each person assigned to work on this project, including a resume which lists the person's title, expertise, and previous employment.

#### **4.6 PRIOR EXPERIENCE OF OFFEROR AND REFERENCES**

Indicate prior experience of your firm which you consider relevant to the successful accomplishment of the project defined by this RFP. Include sufficient detail to demonstrate the relevance of such experience. Include a minimum of three projects that have been successfully completed by your company which provide descriptions of qualifying experience, project costs, and starting and completion dates of the projects.

Also, include a letter of reference from each company for the projects listed above which describes your performance and financial capability to complete the project. Each letter shall contain the name, address, and phone number of a responsible official of the company who may be contacted by the evaluation committee.

#### **4.7 FINANCIAL STABILITY**

The offeror shall include with the proposal submittal, the most recent financial statements of your company as evidence of your financial capability to complete the work specified herein.

#### **4.8 SUBCONTRACTORS**

Subcontractors may be used by the Consultant in performing portions of the services in this RFP. A list of all subcontractors shall be attached which includes the firm name and address, contact person, a complete description of work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities.

The Consultant shall not delegate any duties listed in this RFP to any subcontractor other than those listed in this Proposal unless DOA has given written approval. DOA reserves the right to approve in advance all proposed subcontractor found to be unacceptable. The Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract and will be responsible for all services whether or not the Consultant performs them.

#### **4.9 SAMPLES**

Offeror shall submit a sample video, along with the script used to produce the video, for a project which was completed and is similar to that requested herein.

#### **4.10 ADDITIONAL DATA**

Offeror shall provide any additional information that will aid in evaluation of the proposals submitted.

#### **4.11 COST PROPOSAL**

Offeror shall provide on Offer Form Page OF-2 (SECTION EIGHT) the total price or cost of their proposal.

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, production and editing costs, travel and accommodation costs for the Consultant's production crew (if any), Consultant's salary, any subcontractor's costs, equipment rental, and costs for tape duplications.

#### **4.12 EVALUATION CRITERIA**

Each proposal will be reviewed to determine its responsiveness. Evaluation Criteria will be used as specified in SECTION SEVEN.

## **SECTION FIVE SPECIAL PROVISIONS**

### **5.1 SCOPE**

The Consultant Services to Design and Produce a Divorce Education Video for the Public Affairs Office of The Judiciary, State of Hawaii, shall be in accordance with these Special Provisions, the attached Scope (SECTION THREE), and the Interim General Conditions dated October 1, 1998.

### **5.2 OFFICER-IN-CHARGE**

For purposes of this contract, Marsha Kitagawa, Judiciary Public Affairs Director, is designated Officer-in-Charge and may be contacted at:

Public Affairs Office  
The Judiciary, State of Hawaii  
417 South King Street, Room 206C  
Ali'iolani Hale  
Honolulu, HI 96813-2902

### **5.3 FEDERAL FUNDS**

N/A

### **5.4 AVAILABLE FUNDS**

Funds from the Judiciary and from various non-profit and private foundations have been appropriated and are available to produce the video.

### **5.5 FEDERAL REGULATIONS**

N/A

### **5.6 PROPOSAL PREPARATION**

- a. Legal Name. Proposals shall be submitted using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Offeror shall indicate exact legal name in the appropriate space(s) on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.
- b. Offer Guaranty. An offer guaranty is not required for this Request for Proposals. Any reference to offer guaranties in the Interim General Conditions are not applicable to this RFP.
- c. Work to be performed under this contract is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii contractors are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to

the 1/2% use tax imposed by chapter 28, HRS.

- d. Wage Certification. Bidder shall complete and submit the attached wage certification by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.
- e. Pricing. The total price shall include services, facilities, labor, materials, supplies, equipment, travel, overhead, profit, all applicable taxes, and any other incidentals and operation expenses incurred to provide services specified herein. The price shall be the all-inclusive cost to the State and no other costs will be honored.

## **5.7 REQUIRED REVIEW**

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Judiciary Contract & Purchasing Branch at least ten (10) days prior to the proposal due date. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposal upon which award could not be made.

## **5.8 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS**

All questions must be submitted in writing, via mail or fax, by the date listed in the KEY DATES or as amended and shall be directed to:

The Judiciary, State of Hawaii  
Contract & Purchasing Branch  
Attn.: Jonathan Wong  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813-2807

Phone: (808) 538-5805  
Fax: (808) 538-5802

Offeror may provide its express mail service account number or Fax number so that responses may be sent to bidder with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for offeror's late receipt of responses to written questions due to carrier delays.

## **5.9 INTENT TO PROPOSE**

N/A

#### **5.10 PROPOSAL SUBMITTAL OFFICE**

Proposals must be delivered to the office listed on the cover sheet of this RFP by the date and time listed on the cover sheet and in the KEY DATES or as amended.

#### **5.11 PROPOSAL PREPARATION COSTS**

The offeror assumes sole responsibility for all costs associated with the preparation, submittal, or evaluation of the proposal in response to this RFP. The Judiciary will not reimburse the offeror for any costs relating to the proposal preparation.

#### **5.12 RFP AMENDMENTS**

The Judiciary reserves the right to amend this RFP at any time prior to the deadline for submission of best and final offers.

#### **5.13 OPENING OF PROPOSALS**

Proposals will be opened at the date and time specified in the KEY DATES or as amended at the proposal submittal office. The proposal opening will NOT be open to the public. The existing contract file, except those portions which an offeror designates in writing as trade secrets or other proprietary data, may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. (See Section 6.2 regarding confidential information.)

All proposals and other material submitted by offerors become the property of the Judiciary and may be returned only at the Judiciary's option.

#### **5.14 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The Judiciary reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the Judiciary.

#### **5.15 EVALUATION OF PROPOSALS**

The proposals submitted will be evaluated by an evaluation committee. The evaluation will be based solely on the evaluation factors set out in SECTION SEVEN of this RFP.

Discussions may be conducted with offerors who submit proposals determined to be acceptable and potentially acceptable of being selected for award, by proposals may be accepted without such discussions. The objective of these discussions is to clarify issues before the best and final offer, if necessary.

#### **5.16 CONTRACT NEGOTIATIONS**

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Judiciary may elect to initiate contract negotiations. The option of whether or not

to initiate contract negotiations rests solely with the Judiciary. If the Judiciary elects to initiate contract negotiations, these negotiations cannot involve changes in the Judiciary's requirements or the Contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. Offerors from outside the State of Hawaii will be responsible for their travel and per diem expenses.

The State reserves the right to use any of the ideas presented in any response to this RFP. Selection or rejection of a proposal does not affect this right.

If contract negotiations are unsuccessful with the initially selected offeror, the State may either cancel the RFP or negotiate with the offeror who submitted the next best proposal.

#### **5.17 PROPOSAL AS A PART OF THE CONTRACT**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **5.18 ADDITIONAL TERMS AND CONDITIONS**

The Judiciary reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **5.19 CONTRACT EXECUTION AND TERM OF CONTRACT**

Successful offeror receiving award of \$25,000 or more shall be required to enter into a formal written contract prior to commencing work on this project. No performance or payment bond is required for this contract.

The term of the contract is approximately 3 months from the notice to proceed date.

#### **5.20 INVOICING**

Contractor shall send an original and three (3) copies of the invoices (s) to:

The Judiciary, State of Hawaii  
Administration Fiscal Office  
417 South King Street, Rm. 207  
Honolulu, HI 96813

#### **5.21 PROPOSED PAYMENT PROCEDURES**

The consultant will receive payments according to the following schedule:

1. 25% of the total contract amount at the start of the project.
2. 25% of the total contract amount upon conclusion of major shooting.



3. 25% of the total contract amount upon completion of the rough cut.
4. 25 % of the total contract amount upon final acceptance of the project by the Judiciary.

## **5.22 PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

## **5.23 CONTRACT MODIFICATION**

The contract may be modified only by written document signed by Contractor personnel authorized to sign contracts on behalf of the Contractor and the Judiciary Fiscal & Support Services Division.

## **5.24 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to requirements of the contract that appears during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

## **5.25 CONTRACT STAFFING REQUIREMENTS**

Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination.

The Judiciary shall have the right, and the contractor will comply with any request, to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

## **5.26 CONFIDENTIALITY**

Information pertaining to this RFP or the services, data, or project to which it relates shall not be released to the general public without prior written approval from, and only in coordination with, the Judiciary.

Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

## **5.27 DEFAULT AND REMEDIES**

- a. Refer to section C.6. and C.7. of the Interim General Conditions. Any of the following events shall constitute cause for the Judiciary to declare the Contractor in default of the contract:
  1. Nonperformance of contractual requirements;
  2. A material breach of any term of condition of this contract.
- b. The Judiciary shall issue a written notice of default providing a period in which Contractor shall have an opportunity to (cure) remedy the condition within ten (10) days or any longer period specified in writing by the Officer in Charge. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the Judiciary may do one or more of the following:
  1. Exercise any remedy provided by law;
  2. Terminate the contract and any related contracts or portions thereof;
  3. Impose liquidated damages at the sum of ONE HUNDRED DOLLARS (\$100.00) per day for any violation of the Contractor in failing to perform in whole or in part any of its obligations hereunder, or for nonperformance of the provisions of the contract.
  4. Suspend Contractor from receiving future solicitations;
  5. Purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any due the Contractor is insufficient for said purpose, the Contractor shall pay upon demand by the Judiciary.

## **5.28 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Officer-in-Charge. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Officer-In-Charge determine that corrections or modifications are necessary in order to accomplish its intent, the Officer-In-Charge may direct the contractor to make such changes. The Officer-In-charge will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the Judiciary may required the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

## **5.29 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Officer-In-Charge will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and printing data must be provided to justify the cost of such amendments.

The Contractor will not commence additional work until the Officer-In-Charge has secured the required Judiciary approvals necessary for the amendment and an executed written contract amendment has been issued.

#### **5.30 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### **5.31 CONDITIONS NOT APPLICABLE**

Sections B.5., B.6., and B.7. of the Interim General Conditions which apply specifically to the Invitations for Bids method of source selection are not applicable to this Request for Proposals. Any reference to proposal guaranties in the Interim General Conditions are not applicable to this RFP.

**SECTION SIX**  
**SPECIAL INSTRUCTION TO OFFERORS**

**6.1 PROPOSAL FORMAT**

One (1) original and three (3) copies of each proposal should be submitted on forms and in the format specified in the RFP. The original shall be clearly marked “ORIGINAL” and copies shall be clearly marked “COPY.” The material should be in sequence and related to the RFP. The Judiciary will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

The outer container for the RFP must:

- a. Be clearly marked “RFP for CONSULTANT SERVICES TO DESIGN AND PRODUCE A DIVORCE EDUCATION VIDEO FOR THE JUDICIARY, STATE OF HAWAII, RFP No. J99037.”
- b. Indicate the name, address, telephone number, and fax number of the offeror; and
- c. Be sealed.

**6.2 CONFIDENTIAL INFORMATION**

- a. Offerors may designate those portions of the proposal, offer, specification, protest, or correspondence which contain trade secrets or other proprietary data which are to remain confidential. Request by offerors to designate portions of the proposals as confidential proprietary data or trade secrets must accompany each proposal. Such requests must be made in writing and must specify the sections and pages the offeror desires to keep confidential.

Price is not confidential and will not be withheld.

Such data shall be readily separable from the proposals in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

- b. If a person requests to inspect the portions of an offeror’s proposal designated as confidential, the inspection shall be subject to written determination by the Judiciary Staff Attorney for confidentiality in accordance with chapter 92F, HRS, “UNIFORM INFORMATION PRACTICES ACT (MODIFIED).” If the Staff Attorney determines in writing that the material designated as confidential is subject to disclosure, the material shall be open to public inspection unless the offeror protests under Part 7, Section 2.13 of the Judiciary Financial Administration Manual. When a person is denied access to a Judiciary record, the person may appeal the denial to the office of information practices in accordance with section 92F-15.5, HRS.

**6.3 RFP COMPLIANCE REVIEW**

Each proposal received will first be reviewed for completeness based on the following list.

Proposals which are incomplete will be considered unacceptable and will not be evaluated further.

1. Proposal must be received on or before the proposal due date and time as listed in the KEY DATES or as amended.
2. Proposal must have a transmittal letter attached.
3. All required forms and documents must be submitted with the proposal.
4. The offeror must meet all qualification requirements.

## **SECTION SEVEN**

### **EVALUATION CRITERIA**

#### **7.1 EVALUATION CRITERIA**

Proposals will be evaluated to determine those that are acceptable, potentially acceptable, or unacceptable. Best and final offers shall be allowed when applicable.

Contract award will be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the Judiciary based on the following evaluation criteria:

- ! Qualifications and Capabilities
- ! Creative Concept
- ! Price
- ! Past Performance
- ! Written Proposal

#### **7.2 CRITERIA UPON WHICH PROPOSALS SHALL BE EVALUATED:**

1. Qualifications and Capabilities
  - a. Can the Consultant handle all services in-house? If not, what services will be subcontracted?
  - b. What are the qualifications of the production team?
  - c. How will this project affect their overall workload?
  - d. Can they fit this project into their production and post-production schedule within the time frame necessary?
2. Creative Concept
  - a. How well does the Consultant understand the purpose of the project?
  - b. Does the creative concept include all necessary goals and objectives of the project?
  - c. Creativity of concept?
  - d. Does the concept appear to reach the target audience?

3. Price

- a. Given the available resources, how would you rate the quality and effectiveness of the proposal?
- b. Given the available resources, how would you rate the quality of the production team, the amount of services offered, and the overall value of the anticipated finished product?

4. Past Performance


- a. Has the Consultant worked on similar projects that have been successful?
- b. Has the Consultant demonstrated experience in completing similar projects on time and within budget?
- c. How would you rate the quality of samples submitted?

5. Written Proposal

- a. Is the proposal clearly written and organized in thought?
- b. Is the proposal complete with budget, project plan, and time frame?
- c. Does the proposal address the major points, goals, and objectives as requested in the RFP?
- d. Is the proposal a true indicator of what the production company will deliver?

**SECTION EIGHT**  
**ATTACHMENTS**

**8.1 ATTACHMENTS**

- a. \*Offer Form, Page OF-1
- b. \*Offer Form, Page OF-2
- c. Interim General Conditions D  October 1, 1998  
including \*Certification for Tax Clearance, Tax Clearance Application w/ Instructions
- d. Information on Hawaii State Taxes Administered by the Department of Taxation (Publication 1, Revised 11/93)
- e. Sample Agreement  
including Standards of Conduct Declaration
- f. Script: "THE PURPLE FAMILY"

\* These items are to be completed, signed, and returned as part of the RFP submittal package.



REQUEST FOR SEALED PROPOSALS FOR  
CONSULTANT SERVICES TO  
DESIGN AND PRODUCE A DIVORCE EDUCATION VIDEO  
FOR THE JUDICIARY, STATE OF HAWAII,  
REQUEST FOR PROPOSAL NO. J99037

Fiscal & Support Services Director  
The Judiciary, State of Hawaii  
1111 Alakea Street, 6th Flr.  
Honolulu, Hawaii 96813-2807

Dear Sir:



The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the Interim General Conditions Dated October 1, 1998, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Offeror is:    ☐ Individual    ☐ Partnership    ☐ Corporation    ☐ Joint Venture

State of incorporation: Hawaii ☐    \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii?    ☐ Yes    ☐ No

The following proposal is hereby submitted:

Total offer to provide the services requested herein in order  
to produce the required training video:

\$ \_\_\_\_\_

NOTE: ATTACH ADDITIONAL PAGES OF INFORMATION AS REQUIRED BY THIS REQUEST FOR PROPOSAL, INCLUDING AN ITEMIZED LIST OF ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS CONTRACT. SEE SECTION FOUR, 4.11 COST PROPOSAL.

OFFEROR: \_\_\_\_\_

**S A M P L E**  
**A G R E E M E N T**

THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_,  
1998, by and between THE JUDICIARY, STATE OF HAWAII, hereinafter called JUDICIARY,  
by its Administrative Director of the Courts, and \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_, hereinafter called CONTRACTOR.

**W I T N E S S E T H**

WHEREAS, the CONTRACTOR has submitted a competitive sealed proposal in response  
to Request for Proposal J99037 Dated October 16, 1998 for CONTRACTOR SERVICES TO  
DESIGN AND PRODUCE A DIVORCE EDUCATION VIDEO FOR THE JUDICIARY,  
STATE OF HAWAII;

WHEREAS, the written proposal of the CONTRACTOR has been accepted by the  
JUDICIARY as the lowest responsive and responsible proposal providing the most advantageous  
terms to the JUDICIARY; and

WHEREAS, JUDICIARY desires to engage the CONTRACTOR by reason of  
CONTRACTOR'S knowledge, competence, and experience, to fulfill the specified purpose, and  
CONTRACTOR is agreeable to performing under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the  
parties agree as follows:

A. SCOPE OF WORK. The CONTRACTOR agrees to provide CONTRACTOR  
SERVICES TO DESIGN AND PRODUCE A DIVORCE EDUCATION VIDEO FOR THE

JUDICIARY, STATE OF HAWAII, in response to Request for Proposal No. J99037, and in strict accordance with the terms and conditions of this Agreement.

It is understood that this Agreement includes as a part hereof the Interim General Conditions Dated October 1, 1998, and the Request for Proposal No. J99037 dated \_\_\_\_\_ including the Proposal, Special Provisions, and Specifications contained therein, all of which are attached hereto and made a part hereof as though fully set out herein.

B. COMPENSATION. As compensation for the work to be performed by the CONTRACTOR, the JUDICIARY agrees to pay the CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_), at the time and in the manner set forth in the Special Provisions.

Pursuant to Section 103-53, HRS, final payment under this Agreement shall be made only upon receipt of a tax clearance obtained by the CONTRACTOR from the Director of Taxation, State of Hawaii, and the Internal Revenue Service.

C. DURATION OF AGREEMENT. Contract duration shall be for a three (3) month period beginning from the Notice to Proceed date, to provide the specified video.

D. TERMINATION OF AGREEMENT. If, for any cause, CONTRACTOR fails to satisfactorily fulfill in a timely manner its obligations under this Agreement or if CONTRACTOR breaches any of the promises, terms or conditions of this Agreement and, having been given notice of and an opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by the JUDICIARY, JUDICIARY shall have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination fifteen (15) calendar

days before the effective date of such termination.

Furthermore, JUDICIARY may terminate this Agreement without statement of cause at any time by giving written notice to CONTRACTOR of such termination at least fifteen (15) calendar days before the effective date of such termination.

In the event of termination of this Agreement under any circumstances, all finished or unfinished materials prepared by the CONTRACTOR in whole or in part under this Agreement shall be deemed to be JUDICIARY's property and shall, be delivered to and surrendered to JUDICIARY on or before the effective date of termination.

The CONTRACTOR shall be entitled to receive compensation only for work satisfactorily completed prior to the effective date of termination. The JUDICIARY by its Administrative Director of the Courts shall determine the amount of work satisfactorily completed. If the termination is for cause, any other provision to the contrary notwithstanding, CONTRACTOR shall not be relieved of liability to JUDICIARY because of any breach by CONTRACTOR of this Agreement.

E. AMENDMENTS. This Agreement may be amended at any time upon mutual agreement of the parties. Any such amendment shall not be valid unless in writing and signed by the parties hereto. If the CONTRACTOR finds that circumstances makes it necessary to extend the scope of the project or to extend the time element, CONTRACTOR shall notify the JUDICIARY in writing. The notification shall include a description of the additional services necessary and an estimate of the costs connected with the additional services. However, no additional services shall be performed by the CONTRACTOR until the CONTRACTOR has received a written authorization from the JUDICIARY to proceed.

F. Compliance. CONTRACTOR shall comply with all applicable federal, state and/or local laws and rules that relate to its performance under this Agreement.

G. Law Applicable. The parties agree that in all matters relating to the performance and to the interpretation of this Agreement, the law of the State of Hawaii shall be the applicable law and shall control except insofar as federal law preempts Hawaii law.

H. Subcontracting. Unless CONTRACTOR receives prior written authorization from the Administrative Director of the Courts, CONTRACTOR shall not subcontract any of CONTRACTOR's duties under this Agreement.

I. Strict Performance. The parties, by this Agreement, recognize that JUDICIARY has a right to insist upon strict performance by CONTRACTOR. Any failure by JUDICIARY to insist upon strict performance of any provisions of this Agreement, of to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of JUDICIARY under this Agreement.

J. Indemnification. The undersigned CONTRACTOR agrees to indemnify, save harmless and defend the JUDICIARY, the State of Hawaii, or any subdivision thereof, and their officers, employees, or agents against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description, including reasonable attorney's fees, which may be suffered or incurred by, or brought against, the above named entities or persons for or on account of any injuries or damages to any person or property received or sustained by any person or property directly or indirectly, arising out of or resulting from the acts or omissions of CONTRACTOR or its employees or agents, if any, in performance of this Agreement, or occurring during or in connection with the performance of this Agreement by CONTRACTOR or

its employees or agents, if any, or arising out of or resulting from breach of this Agreement by CONTRACTOR or its employees or agents. CONTRACTOR shall defend JUDICIARY, the State of Hawaii, or any subdivision thereof, and their respective officers, employees or agents in any such matter.

K. Severability. If any term, condition, or provision of this Agreement is held by any court to be invalid under the laws of Hawaii or the United States of America, such invalidity shall not void the whole of this Agreement, but only such term, condition, covenant or provision, or such part of the Agreement as shall have been held invalid shall be thereby voided and shall be construed as never having been a part of this Agreement, and the rights and obligations of the parties herein shall be enforced accordingly.

L. Waiver. It is expressly understood and agreed that no waiver granted by JUDICIARY on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or of the right to enforce the same as to any other or further violation.

M. Services as an Independent Contractor. In the performance of the services required under this Agreement, CONTRACTOR shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Agreement; however, JUDICIARY shall have a general right to inspect work in progress to determine whether in JUDICIARY's opinion, the work is being performed by CONTRACTOR satisfactorily and in accordance with the provisions of this Agreement.

All persons, if any, hired or used by CONTRACTOR shall be CONTRACTOR's employees or agents and CONTRACTOR shall be responsible for the accuracy, completeness,

and quality of any and all work or services performed by its employees or agents. Furthermore, CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability for all loss, cost, damage, or injury to third persons, to CONTRACTOR's employees or agents, and to officers, employees or agents of the JUDICIARY or of the State of Hawaii, arising out of or resulting from acts or omissions of CONTRACTOR or its employees or agents in the performance of CONTRACTOR's duties under this Agreement, or occurring during or in connection with the performance of this Agreement by CONTRACTOR or its employees or agents, or arising out of or resulting from breach of this Agreement by CONTRACTOR or its employees or agents.

The performance by CONTRACTOR or its employees or agents, if any, of any of the duties under this Agreement shall not be construed as employment with the State of Hawaii and shall not entitle CONTRACTOR, its employees or its agents to vacation, sick leave, retirement, or any other benefits afforded State employees. CONTRACTOR shall be solely responsible for payment of income, social security, and any and all federal, State or local taxes or payments of whatever nature to a governmental entity, liability for which may arise from the performance of duties under this Agreement.

N. Assignability. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest, whether by assignment or novation, without the prior written consent of the Administrative Director of the Courts; provided, however, that claims for money due or to become due to the CONTRACTOR from the JUDICIARY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the JUDICIARY.



O.     Confidentiality of Material. All material given to or made available to CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the Administrative Director of the Courts or his designee.

All information, data, or other material provided by CONTRACTOR to JUDICIARY shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

P.     Ownership Rights and Copyright. JUDICIARY shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to JUDICIARY upon expiration or termination of this Agreement. JUDICIARY, in its sole discretion, shall have the exclusive right to copyright any produce, concept, or material developed, prepared, assembled, or conceived by CONTRACTOR pursuant to this Agreement. CONTRACTOR, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

Q.     Conflict of Interest. The CONTRACTOR represents that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the CONTRACTOR's services under this Agreement.

Q.     Entire Agreement. This Agreement constitutes the entire Agreement between the parties, any oral or written statements to the contrary notwithstanding. No oral or written

communication between the parties which is not expressly included herein, or incorporated by reference, shall be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_\_.

THE JUDICIARY, STATE OF HAWAII

— By: \_\_\_\_\_  
Michael F. Broderick  
Administrative Director of the Courts

CONTRACTOR

By \_\_\_\_\_  
Its:

APPROVED AS TO FORM:

\_\_\_\_\_  
Staff Attorney, The Judiciary



STATE OF HAWAII )  
 )  
 )  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_  
of \_\_\_\_\_ and that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation; and that said instrument was signed in behalf of said  
corporation by authority of its Board of Directors, and the said instrument to be the free  
act and deed of said corporation.

Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires:

CONTRACT CERTIFICATION

I hereby certify that there is an available balance in the appropriation named below  
sufficient to cover the obligation of the Judiciary, State of Hawaii under this Contract No.

\_\_\_\_\_ with \_\_\_\_\_.

Appropriation: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Fiscal & Support Services Director  
The Judiciary  
State of Hawaii

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Employee" means any nominated, appointed, or elected officer or employee of the JUDICIARY, including members of boards, commissions, and committees, and employees under contract to the JUDICIARY or of a constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

"Controlling interest" means an interest in a business or other undertaking which sufficient in fact to control, whether the interest is greater or less than fifty per cent.

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a JUDICIARY employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the JUDICIARY within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a JUDICIARY employee or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by and individual who, a) within in past twelve (12) months, served as a JUDICIARY employee on in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the JUDICIARY if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provision which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by JUDICIARY.

DATED: Honolulu, Hawaii, \_\_\_\_\_, 19\_\_\_\_

CONTRACTOR

by \_\_\_\_\_

Its \_\_\_\_\_  
(Title)

\*Reminder: If "is" is circled, JUDICIARY, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, 10 days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.